रजिस्ट्री सं० डी० 221 REGISTERED No. D. 221

भारत का राजपत्र
The Gazette of India

असाधारण

EXTRAORDINARY

भाग I—खण्ड I

PART I—Section 1

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं० 210] नई दिल्ली, सोमवार, दिसम्बर 29, 1969/पौष 8, 1891
No. 210] NEW DELHI, MONDAY, DECEMBER 29, 1969/PAUSA 8, 1891

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

MINISTRY OF FOREIGN TRADE

PUBLIC NOTICE

IMPORT TRADE CONTROL

New Delhi, the 29th December 1969

SUBJECT:—*Schedule of conditions relating to the issue of licences for imports under the U.K./India Maintenance Loan of* 1969.

No. 206-ITC(PN)/69.—The terms and conditions governing the issuance of licences under the UK/India Maintenance Loan 1969 as given in the Appendix to this Public Notice are notified for information of the trade.

2. These licensing conditions will be applicable to licences issued from 1st January, 1970 onwards. Import licences already issued under the terms and conditions applicable to U.K./India Non-Project Loan, 1969 as contained in the erstwhile Ministry of Foreign Trade and Supply Public Notice No. 74-ITC(PN)/69, dated the 20th May, 1969 will be governed by those conditions.

APPENDIX

Schedule of conditions Governing Import Licences for Imports under U.K./India Maintenance Loan 1969.

Each import licence number will contain a suffix "MLI" and the full licence number including this suffix and the date of the licence should be entered in all the documents required to be submitted to the Government in connection with the imports under the licence.

2. The import licence will be valid for imports only from U.K. of goods or materials wholly or mainly produced or manufactured in U.K.

3. The licence will be valid for a period of twelve months. All payments must be completed within a month of the expiry of the licence. Individual payments must be arranged upon shipment of goods. Credit facilities, when offered by suppliers can be availed of upto 90 days from the date of shipment provided no interest charges are payable for the credit extended (directly or indirectly) and all payments are completed within the period indicated herein.

4. Payments to the U.K. Suppliers can be arranged through normal banking channels, by making remittances. Any payments towards Indian agents commission should be made in rupees in India. Such payments, however, will form part of the licence value and will, therefore, be charged to the licence.

5. For obtaining reimbursements under the loan the Government of India have to furnish to the U.K. authorities a copy of the form 'A' (Reserve Bank application form for a remittance in foreign currency) duly completed and bearing the signature of a bank in India certifying the payments that have been authorised by that bank, and supported by a copy of a certificate of origin from the contractor in the U.K., duly signed by him, in the form set out in Appendix B or Appendix B (chemicals) whichever is appropriate. Specimens of these certificates are attached as Annexure I and Annexure II respectively. The licensee should arrange to obtain from the supplier in the U.K. adequate number of copies or photostat copies thereof, of the appropriate certificate of origin so that each time a payment is arranged a copy of the certificate of origin duly signed can be attached to the form 'A' to be passed on by the authorised dealer to the Ministry of Finance. The importer should also fill in an extra copy of form A' which, together with a copy of the appropriate certificate of origin, will be sent to the Ministry of Finance by the authorised dealer. The authorised dealer will ensure that in respect of each payment the form 'A' duly completed and a copy of the supporting certificate of origin (duly signed by U.K. contractor) are sent to the Senior Accounts Officer, Ministry of Finance (Department of Economic Affairs) Economic Aid Accounts Branch, Jeevan Deep, Parliament Street, New Delhi-1, under advice to the importer, as soon as the payment is made. It must be ensured that all the appropriate columns in form 'A' are filled, in correctly and completely. The full licence number (including the suffix 'MLI') and the date thereof should appear on each form 'A' without fail. The certificate by the authorised dealer should clearly bring out the name of the foreign bank through which the payment has been made to the supplier and the date on which the payment has been authorised. None of the important columns in form 'A' or the certificate of origin should be left blank.

NOTE:

These arrangements do not absolve the licensee of his responsibility to ensure that all Forms 'A' are forwarded from time to time by the banks to the Ministry of Finance as indicated above.

6. A monthly report, as in Annexure III, showing the utilisation status of the licence, should be furnished to the Senior Accounts Officer, Ministry of Finance (Deptt. of Economic Affairs) Economic Aid Accounts Branch, Jeevan Deep, Parliament Street, New Delhi-1, until the licence is fully utilised, with a copy to the Ministry of Internal Trade, Industrial Development and Company Affairs, Deptt. of Industrial Development, Foreign Exchange Credit Section, Udyog Bhavan, New Delhi-11.

7. If any refunds are received by the licensee from the supplier the shipper or the insurer a full report showing the amounts received, together with other relevant particulars, should be sent to the Ministry of Finance at the address indicated in clause 6 above, as and when such refunds are received. The report regarding refunds should be as in the proforma in Annexure IV.

8. It should be understood that the Government of India will not undertake any responsibility for disputes, if any, that may arise between the licensee and the suppliers.

9. The licensees shall promptly comply with any directions, instructions or orders issued by the Government regarding any and all matters arising from or pertaining to the import licence and for meeting all obligations under the credit agreement.

10. Any breach or violation of conditions set forth in the above clauses will result in appropriate action under the Imports and Exports (Control) Act.

APPENDIX—B

ANNEXURE I

UNITED KINGDOM/INDIA MAINTENANCE LOAN, 1969

CERTIFICATE OF ORIGIN

Particulars of Contract

1. Date of Contract	Contract No.	Import Licence No. Date
2. Description of goods works and services to be supplied to the purchaser.	United Kingdom Origin.	Non-United Kingdom Origin
3. Total (estimated) contract price payable by Purchaser	Sterling	Other Currency, if any
4. Estimated amounts if any paid (or to be paid) by the Contractor in respect of goods or services of non-United Kingdom origin procured (or to be procured) by the contractor for the purposes of the contract.	Amount/Description	In respect of non-United Kingdom and services. (a) goods or material. (b) work to be done or services performed in purchaser's country. (c) know-how. (d) plans, design and technical documentation. (e) other services.

5. I hereby declare that I am employed in the United Kingdom by the Contractor named below and have the authority to sign this certificate. I hereby undertake that in performance of the contract, no goods or services which are not of United Kingdom origin will be supplied by the Contractor other than those specified in paragraph 4 above.

Signed———————————
Position held———————————
For an on behalf of ———————————
Name and address
of contractor———————————
Date———————————

NOTES:—1. For the purposes of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.

2. For Chemicals and Allied products use certificate Appendix C (Chemicals).

APPENDIX—B

(Chemicals)

ANNEXURE II

UNITED KINGDOM/INDIA MAINTENANCE LOAN, 1969
CERTIFICATE OF ORIGIN FOR CHEMICAL AND ALLIED PRODUCTS ONLY

1. Date of Contract.. Contract No. Import Licence No Date.

Description of Product(s) to be supplied to purchaser. (NOTE A)	Price	UK. Tariff Classification No. (NOTE B)	Is the product of U.K. Origin ? (*See* Note C) State 'Yes' or 'No'

3 Total (Estimated) Contract Price payable by Purchaser in Sterling £.

4 (Declaration) I hereby declare that I am employed in the United Kingdom by the Contractor named below and have the authority to sign this certificate, and that the above information is correct.

Signed.....

Position held

Name and Address of Contractor

.....

Date.....

NOTES

A. This form is only to be used for chemical and allied products, most of which are covered *by the appropriate sub-headings* of Chapters 15, 25, 28—35, and 37—40 of the U.K. Tariff.

B. See:—

(i) H. M. Customs and Excise Tariff H.M.S.O.

(ii) Classification of Chemicals in Brussels Nomenclature H.M.S.O.

C. (i) A product is regarded as of 'U.K. origin' if made *either* or wholly from indigenous U.K. materials *OR* according to the appropriate EFTA qualifying process using imported materials wholly or in part.

(ii) The EFTA qualifying processes are set out in Schedule I of the 'EFTA Compendium for the Use of Exporters', H.M.S.O.

(iii) For the purposes of this declaration it is to be emphasized that the "alternative percentage criterion" DOES NOT APPLY.

(iv) The words "Area Origin" where they appear in the above Schedule must be taken to mean "U.K. Origin" only.

(v) For the purposes of this declaration, the "Basic Materials List" (Schedule III of the EFTA Compendium) DOES NOT APPLY.

(vi) If a qualifying process is not listed for the material in question, advice should be sought from Loans Administration Section, Finance Department, Ministry of Overseas Development, Eland House, Stag Place, London, S.W. 1.

D. For the purpose of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.

ANNEXURE III

FORM OF UTILISATION REPORT IN RESPECT OF UK CREDITS.
(to be furnished separately in respect of each Licence).

1. Name of the Importing Firm.
2. Particulars of U.K. Credit.
3. No and date of the Import Licence.
4. Value of the Import Licence.
5. Value of the complete documents (Forms 'A') forwarded so far to the Ministry of Finance.
6. Payments made to the U.K. Suppliers (up-to-date).
7. Payments yet to be made with a quarterly estimate of payments (with values and anticipated dates of payment).
8. Surrenders if any.

Signature of the authorised.
Officer of the Importing Firm.

ANNEXURE IV

Report showing details of refunds received from Suppliers/Shippers/Insurers (Towards Settlement of claims for short landings, damages, etc.) in respect of imports from U.K. under UK/India Maintenance Loan, 1969.

(*Only for claims settled in £ Sterling*)

1. Name of importing firm:
2. Particulars of U.K. Credit.
3. No. and date of import licence.
4. Value of import licence.
5. Amount of refund received.
6. Nature of refund.
 (Give brief details).
7. Reference to the relative Forms 'A' under which payment was made initially to the U.K. Suppliers (indicate name of Indian Bank and reference to their letter No. and date, forwarding form 'A' to MOF).
8. Whether or not refunds received are to be utilised for replacement of goods; if not, confirm that amount has been actually received and encashed into rupees.
9. Remarks.

Signature of the Authorised
Officer of the Importing Firm

R. J. REBELLO,

Chief Controller of Imports and Exports.

PRINTED BY THE GENERAL MANAGER, GOVERNMENT OF INDIA PRESS, MINTO ROAD, NEW DELHI AND PUBLISHED BY THE MANAGER OF PUBLICATIONS, DELHI, 1969